

After Recording Return To:
Buchanan Ingersoll & Rooney PC
Two Liberty Place, Suite 3200
50 S. 16th Street
Philadelphia, PA 19102
Attention: Edward A. McMerry, III, Esquire

Property Tax Parcel Account Number(s):

**SCO-A-2A-AM and
SCO-A-2A-AM-IMP**

148474

00902266 B: 2038 P: 1569

Page 1 of 24

Alan Spriggs, Summit County Utah Recorder

07/02/2010 10:40:34 AM Fee \$57.00

By BONNEVILLE SUPERIOR TITLE COMPANY -
CENTERVILLE

Electronically Recorded by Simplifile

THIS DEED OF TRUST is subject to the terms and provisions of (i) the Intercreditor Agreement, dated as of June 16, 2010 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Royal Bank of Canada, as the Term Loan Collateral Agent, PNC Bank, National Association, as the Revolving Credit Collateral Agent and the other parties thereto from time to time; and (ii) the Collateral Agency Agreement, dated as of June 16, 2010 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), among PNC Bank, National Association, Brown Brothers Harriman & Co., Royal Bank of Canada, and the other parties thereto from time to time.

**DEED OF TRUST, FIXTURE FILING, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

made by

TRIUMPH GEAR SYSTEMS, INC., a Delaware corporation, f/k/a Gear Systems, Inc.,
Grantor,

to

BONNEVILLE SUPERIOR TITLE COMPANY, INC., as trustee for the benefit of
PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent and as Collateral
Agent, Beneficiary

2
Dated as of June 16, 2010

CERTAIN OF THE OBLIGATIONS SECURED BY THIS INSTRUMENT HAVE A VARIABLE INTEREST RATE.

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL/IMMOVABLE PROPERTY DESCRIBED HEREIN, AND IT IS TO BE FILED FOR RECORD AS A FIXTURE FILING, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF THE COUNTIES LISTED ON SCHEDULE A HERETO.

For purposes of filing this Security Instrument as a financing statement, the mailing address of Grantor is c/o Triumph Group, Inc., 1550 Ridge Drive, Suite 100, Wayne, PA 19087, Attention: M. David Kornblatt, the state of its organization is Delaware and its state organizational identification number is 2724669; the mailing address of Beneficiary is c/o 1600 Market Street, 21st Floor, Philadelphia, PA 19103, Attention: Brian T. Vesey.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code.

**DEED OF TRUST, FIXTURE FILING, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

THIS DEED OF TRUST, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Security Instrument"), dated as of June 16, 2010 is made by TRIUMPH GEAR SYSTEMS, INC., a Delaware corporation, f/k/a Gear Systems, Inc. ("Grantor"), whose address is c/o Triumph Group, Inc., 1550 Ridge Drive, Suite 100, Wayne, PA 19087, Attention: M. David Kornblatt, to BONNEVILLE SUPERIOR TITLE COMPANY, INC., as Trustee ("Trustee"), whose address is 67 South Main Street, Layton, Utah 84041, Attention: Gary H. Gurr, for the benefit of PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent and as Collateral Agent for Brown Brothers Harriman & Co. ("BBH") pursuant to a Collateral Agency Agreement of even date herewith between PNC Bank, National Association, BBH, Royal Bank of Canada, and Triumph Group, Inc. and the other Grantors (as such term is defined in the Guarantee and Collateral Agreement). PNC Bank, National Association, acting in the capacity as Administrative Agent and/or Collateral Agent shall be referred to herein as, "Beneficiary", whose address is 1600 Market Street, 21st Floor, Philadelphia, PA 19103, Attention: Brian T. Vesey. References to this "Security Instrument" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Pursuant to that certain Revolving Credit Agreement, dated as of May 10, 2010, between Triumph Group, Inc., as Borrower (the "Parent"), the other borrowers party thereto from time to time (together with the Parent, the "Borrowers"), the banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and Beneficiary, as administrative agent, as amended by that certain First Amendment to Revolving Credit Agreement dated the date hereof (the "First Amendment") (as amended, supplemented and modified by the First Amendment, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

B. Parent is obligated to BBH pursuant to the IDB Guaranty which provides, in part, that if Parent or its Subsidiaries, including, without limitation, Grantor, grants a lien on any of their assets to secure obligations under the Credit Agreement, then such grantor shall grant a pari passu lien on such assets to BBH to secure the Specified IDB Obligations.

C. The Parent is a member of an affiliated group of companies that includes Grantor.

D. The Borrowers other than Grantor and Grantor are engaged in related businesses, and Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement.

E. Grantor (i) is the owner of the fee simple estate in the parcel(s) of real property described on Schedule A attached hereto (the "Land") and (ii) owns, leases or otherwise has the right to use all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

F. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that Grantor shall have executed and delivered this Security Instrument to Beneficiary for the ratable benefit of the Secured Parties.

G. In connection with the Credit Agreement, Parent and certain of its subsidiaries, including Grantor, executed that certain Guarantee and Collateral Agreement dated the date hereof in favor of Beneficiary, as Administrative Agent (the "Guarantee and Collateral Agreement").

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees that to secure the payment of (i) any Guarantor Obligations (as defined in the Guarantee and Collateral Agreement) of the Grantor (but only to the extent that, and only so long as, the other obligations of Grantor are secured and guaranteed pursuant to the Guarantee and Collateral Agreement), (ii) any obligations of the Grantor as Borrower under the Credit Agreement (iii) the Specified IDB Obligations, and (iv) all obligations and liabilities of Grantor which may arise under or in connection with the Guarantee and Collateral Agreement (including, without limitation, Section 2 thereof), or any other Loan Document, any Bank-Provided Hedge or any Other Bank Provided Financial Service Product (as each such capitalized term is defined in the Credit Agreement) to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the Beneficiary or to any Secured Party that are required to be paid by Beneficiary pursuant to the terms of this Security Instrument or any other Loan Document) (collectively, the "Obligations"),

GRANTOR HEREBY IRREVOCABLY GRANTS, BARGAINS, SELLS AND CONVEYS TO TRUSTEE, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY, ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER

THE FOLLOWING PROPERTY, RIGHTS AND INTERESTS, NOW OR HEREAFTER ACQUIRED:

- (a) the Land;
- (b) the Improvements or any part thereof and all the estate, right, title, claim or demand whatsoever of Grantor, in possession or expectancy, in and to the Real Estate or any part thereof;
- (c) all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;
- (d) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Grantor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (d) being referred to as the "Equipment");
- (e) all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation,

any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Grantor;

(f) all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Grantor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Grantor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(g) all unearned premiums under insurance policies now or subsequently obtained by Grantor relating to the Real Estate or Equipment and Grantor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable contract, consent, license or other item unless the appropriate consent has been obtained, (i) all contracts from time to time executed by Grantor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(i) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Grantor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby granted unto Trustee, and its successors and assigns, for the uses and purposes set forth, until the Obligations are fully paid and performed.

This Security Instrument covers present and future advances and re-advances, in the aggregate amount of the obligations secured hereby, made by the Secured Parties in accordance with the Credit Agreement, and the lien of such future advances and re-advances shall relate back to the date of this Security Instrument.

Terms and Conditions

Grantor further represents, warrants, covenants and agrees with Beneficiary and the Secured Parties as follows:

1. Defined Terms. Capitalized terms used herein (including in the "Background" and "Granting Clauses" sections above) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. References in this Security Instrument to the "Default Rate" shall mean the interest rate applicable pursuant to Section 3.3 of the Credit Agreement. References herein to the "Secured Parties" shall mean the collective reference to (i) Beneficiary, (ii) the Lenders, and (iii) any affiliate of any Lender to which Borrower Obligations or Guarantor Obligations, as applicable, are owed.

2. Warranty of Title. Grantor warrants that it has good and marketable title in fee simple to the Real Estate, subject only to the matters that are set forth in Schedule B of the title insurance policy or policies delivered to the Beneficiary to insure the lien of this Security Instrument, and any other Permitted Lien. Grantor shall warrant, defend and preserve such title and the lien of this Security Instrument against all claims of all persons and entities (not including the holders of Permitted Liens, the matters that are set forth in Schedule B of the title insurance policy and as otherwise permitted under the Credit Agreement).

3. Payment of Obligations. Grantor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

4. Requirements. Grantor shall comply with all covenants, restrictions and conditions relating to the Mortgaged Property provided in Section 7.1.4 of the Credit Agreement.

5. **Payment of Taxes and Other Impositions.** (a) Grantor shall pay and discharge promptly all material taxes applicable to the Premises as and when to the extent provided in Section 7.1.2 of the Credit Agreement.

(b) Nothing herein shall affect any right or remedy of Beneficiary under this Security Instrument, without notice or demand to Grantor, after the occurrence and during the continuance of an Event of Default, to pay any imposition after the date such Imposition shall have become delinquent, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Beneficiary in discharge of any Impositions in accordance with the previous sentence shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Security Instrument, and (ii) payable on demand by Grantor to Beneficiary together with interest at the Default Rate as set forth above.

6. **Insurance.** (a) Grantor will keep or cause to be kept the Real Property and Equipment insured against such risks, and in the manner described in Section 7.1.3 of the Credit Agreement.

(b) If an Event of Default has occurred or is continuing with respect to Grantor's obligations to insure or deliver any insurance policy in accordance with Section 7.1.3 of the Revolving of the Credit Agreement, then Beneficiary, at its option, may effect such insurance from year to year at rates substantially similar to the rate at which Grantor had insured the Premises, and pay the premium or premiums therefor, and Grantor shall pay to Beneficiary on demand such premium or premiums so paid by Beneficiary with interest from the time of payment at the Default Rate.

(c) In the event of foreclosure of this Security Instrument subsequent to an Event of Default or other transfer of title to the Mortgaged Property, all right, title and interest of Grantor in and to the insurance policies then in force that are required to be provided in accordance with Section 7.1.3 of the Credit Agreement and to the extent permitted by applicable law, shall pass to the purchaser or grantee.

7. **Restrictions on Liens and Encumbrances.** Except for the lien of this Security Instrument, the matters that are set forth in Schedule B of the title insurance policy or policies delivered to the Beneficiary to insure the lien of this Security Instrument and the other Permitted Liens, Grantor shall not further mortgage, nor otherwise encumber the Mortgaged Property nor create or suffer to exist any lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the lien of this Security Instrument.

8. **Due on Sale and Other Transfer Restrictions.** Except as permitted under Section 7.2.7 of the Credit Agreement, Grantor shall not sell, transfer, convey or assign all or any portion of or any interest in the Mortgaged Property.

9. **Condemnation/Eminent Domain.** Upon obtaining knowledge of the institution of any proceedings for the condemnation of the Real Estate, or any material portion thereof, to the extent Beneficiary will not be notified in due course in accordance with applicable law, Grantor will notify Beneficiary of the pendency of such proceedings.

10. **Leases.** Except as permitted under the Credit Agreement, Grantor shall not (a) execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Beneficiary, or (b) execute or permit to exist any Lease of any of the Mortgaged Property.

11. **Further Assurances.** To further assure Beneficiary's rights under this Security Instrument, Grantor agrees upon demand of Beneficiary to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Beneficiary to confirm the lien of this Security Instrument and all other rights or benefits conferred on Beneficiary by this Security Instrument.

12. **Beneficiary's Right to Perform.** If Grantor fails to perform any of the covenants or agreements of Grantor, within the applicable grace period, if any, provided for in the Credit Agreement, Beneficiary, without waiving or releasing Grantor from any obligation or default under this Security Instrument, may, at any time upon fifteen (15) days' notice to Grantor (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Grantor to Beneficiary and the same shall be secured by this Security Instrument and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Security Instrument. No payment or advance of money by Beneficiary under this Section shall be deemed or construed to cure Grantor's default or waive any right or remedy of Beneficiary.

13. **Remedies.** (a) Only upon the occurrence and during the continuance of any Event of Default, Beneficiary may immediately take such action, personally or by its agents, servants or attorneys, or through Trustee or a court-appointed receiver, with or without entry, and without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Beneficiary may determine, in its sole discretion, without

impairing or otherwise affecting the other rights and remedies of Beneficiary:

(i) Beneficiary may, to the extent permitted by applicable law, (A) declare the entire balance of the Obligations (including the entire principal balance thereof, all accrued and unpaid interest, and all other such sums secured hereby) to be immediately due and payable and upon any such declaration the entire unpaid balance of the Obligations shall become and be immediately due and payable without presentment, demand, protest or further notice of any kind, (B) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (C) institute and maintain an action on the Credit Agreement, the Guarantee and Collateral Agreement or any other Loan Document, (D) to the extent permitted by applicable law, cause all or part of the Mortgaged Property to be sold under the power of sale granted by this Security Instrument or any of the other Loan Documents in any manner permitted by applicable law, or (E) take such other action at law or in equity for the enforcement of this Security Instrument or any of the Loan Documents as the law may allow. Beneficiary may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Beneficiary from the date of judgment until actual payment is made of the full amount of the judgment;

(ii) On the occurrence of an Event of Default, acceleration and written request of Beneficiary, Trustee shall sell the Real Estate in accordance with the applicable law of the state in which the Real Estate is located, at public auction to the highest bidder. The Mortgaged Property may be sold separately or as a whole, at the option of Beneficiary. Any person permitted by law may bid at the Trustee's sale. Beneficiary may bid for and acquire the Mortgaged Property or any part thereof, whether such sale is made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale. In lieu of paying cash therefor, to the extent consistent with applicable law, Beneficiary may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Security Instrument the net sales price after deducting therefrom the expenses of sale and the cost of the action (including the cost of guaranty of title and a reasonable Trustee's fee and reasonable Trustee's attorneys' fees) and any other sums which Beneficiary is authorized to deduct under this Security Instrument. In such event, this Security Instrument, the Credit Agreement, the Guarantee and Collateral Agreement and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid. Trustee shall deliver to the purchaser at the sale of the Real Estate its deed, without warranty, which shall convey to the purchaser the interest in the Real Estate which Grantor had or had the power to convey at the time of its execution of this Security Instrument, and such as it may have acquired

thereafter. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and this Security Instrument, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

At the request of Beneficiary, Trustee shall sell the personal property portion of the Mortgaged Property at a public sale at the same time and place as the sale of the Real Estate; or Beneficiary may sell the personal property portion of the Mortgaged Property at one or more other public or private sales in accordance with the applicable Uniform Commercial Code. The personal property shall not be required to be exhibited, presented or displayed at any sale. In the event of a Trustee's sale of all the Mortgaged Property, Beneficiary hereby assigns its security interest in the personal property portion of the Mortgaged Property to Trustee. Grantor agrees that a sale by Trustee and the notices required under the deed of trust laws, or any other state or federal law governing disposition of collateral after default, are commercially reasonable and adequate under the Uniform Commercial Code.

The power of sale conferred by this Security Instrument and by applicable law is not an exclusive remedy, and when not being exercised, Beneficiary may foreclose this Security Instrument as a mortgage in accordance with applicable law and Grantor shall pay all costs incurred by Beneficiary in any suit, or appeal therefrom, brought by Beneficiary to foreclose this Security Instrument, including, without limitation, reasonable attorneys' fees. Beneficiary may at any time discharge Trustee and appoint a successor Trustee, who shall have all of the powers of the original Trustee.

If Beneficiary elects to enforce this Security Instrument by having Trustee exercise its power of sale, Grantor hereby expressly waives to the fullest extent permitted by law any right to a judicial hearing prior to the sale of the Mortgaged Property. As often as any proceedings may be taken to foreclose this Security Instrument, whether pursuant to the power of sale herein conferred or by judicial proceedings, or to foreclose the security interest herein granted to Beneficiary, Grantor agrees to pay to Beneficiary, in addition to all other sums due, all costs and expenses, including reasonable attorney fees, incurred by Beneficiary.

(iii) Notwithstanding any provision contained in the Security Instrument to contrary, if subsequent to an Event of Default Beneficiary institutes judicial proceedings to foreclose this Security Instrument, Grantor hereby waives or does not waive, at the sole option of Beneficiary, to the extent permitted by applicable law, appraisal of the Mortgaged Property, said option to be exercised by Beneficiary at or prior to the time judgment is rendered in such judicial foreclosure; and

(iv) Upon the occurrence of an Event of Default Beneficiary may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations, to the extent not prohibited by applicable law, enter into and upon the Mortgaged Property and each and every part thereof and operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Beneficiary shall be entitled to generally execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Beneficiary shall deem appropriate as fully as Grantor might do.

(b) In case of a foreclosure sale subsequent to an Event of Default, to the extent permitted by law, the Real Estate may be sold, at Beneficiary's election, in one parcel or in more than one parcel and Beneficiary is specifically empowered, (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Mortgaged Property received by Beneficiary shall be held by Beneficiary for the benefit of the Secured Parties as collateral security for the Obligations (whether matured or unmatured), and shall be applied in the manner set forth in Section 6.5 of the Guarantee and Collateral Agreement.

14. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary as a matter of right and without notice to Grantor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral or the interest of Grantor therein as security for the Obligations, shall have the right in any action to foreclose this Security Instrument (whether by judicial foreclosure or through Trustee's exercise of the power of sale herein conferred) to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property, without requiring the posting of a surety bond (unless such bond is required by applicable law), and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Grantor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Security Instrument, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date

of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

15. Extension, Release, etc. (a) Without affecting the lien or charge of this Security Instrument upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Beneficiary may, to the extent permitted by, and conducted in accordance with, the Credit Agreement or as otherwise agreed to by any Loan Party, the Beneficiary and/or the Lenders, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Loan Documents, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Loan Documents or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) Upon the occurrence of an Event of Default, no recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Grantor shall affect the lien of this Security Instrument or any liens, rights, powers or remedies of Beneficiary hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

16. Tenants, Merger. Upon the occurrence of an Event of Default, if Beneficiary shall have the right to foreclose this Security Instrument or to direct Trustee to exercise the power of sale, Grantor authorizes Beneficiary at its option to foreclose or cause the Trustee to foreclose the lien of this Security Instrument (or direct the sale of the Mortgaged Property, as the case may be) subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such tenant's rights in such sale will not be asserted by Grantor as a defense to any proceeding instituted by Beneficiary to collect the Obligations or to foreclose the lien of this Security Instrument.

(b) Unless expressly provided otherwise, in the event that ownership of this Security Instrument and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Security Instrument shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

17. Security Agreement Under Uniform Commercial Code. i) As security for the Obligations, Grantor hereby grants Beneficiary a security interest in that portion of the

Mortgaged Property that constitutes personal property. (a) It is the intention of the parties hereto that this Security Instrument shall constitute a "security agreement" within the meaning of the Uniform Commercial Code (the "Code") of the State of in which the Premises are located. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Beneficiary shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) to the extent permitted by applicable law, treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Beneficiary's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Beneficiary shall elect to proceed under the Code, then fifteen (15) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Beneficiary shall include, but not be limited to, reasonable attorneys' fees and legal expenses. At Beneficiary's request, Grantor shall assemble the personal property and make it available to Beneficiary at a place designated by Beneficiary which is reasonably convenient to both parties.

(b) Grantor and Beneficiary agree, to the extent permitted by law, that: (i) certain of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate; and (ii) this Security Instrument upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" pursuant to Utah Code Ann. Section 70A-9a -502(3).

(c) The real property to which the fixtures relate is described in Schedule A hereto. The record owner of the real property described in Schedule A hereto is Grantor. The name, type of organization, jurisdiction of organization and organizational identification number of the debtor for purposes of this financing statement are the name, type of organization, jurisdiction of organization and organizational identification number of the Grantor set forth on the title page of this Security Instrument, and the name of the secured party for purposes of this financing statement is the name of the Beneficiary set forth in the first paragraph of this Security Instrument. The mailing address of the Grantor/debtor is the address of the Grantor set forth in the first paragraph of this Security Instrument. The mailing address of the Beneficiary/secured party from which information concerning the security interest hereunder may be obtained is the address of the Beneficiary set forth in the first paragraph of this Security Instrument.

18. Assignment of Rents. (a) Grantor hereby assigns to Beneficiary the Rents as further security for the payment of and performance of the Obligations, and

Grantor grants to Beneficiary the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are fully paid and performed, but Beneficiary hereby waives such assignment and the right to enter the Mortgaged Property for the purpose of collecting the Rents and Grantor shall be entitled to collect, receive, use and retain the Rents until the occurrence of an Event of Default; such right of Grantor to collect, receive, use and retain the Rents may be revoked by Beneficiary upon the occurrence and during the continuance of any Event of Default by giving not less than fifteen (15) days' written notice of such revocation to Grantor; in the event such notice is given, Grantor shall pay over to Beneficiary, or to any receiver appointed to collect the Rents, any lease security deposits.

(b) Grantor has not affirmatively done any act which would prevent Beneficiary from, or limit Beneficiary in, acting under any of the provisions of the foregoing assignment.

(c) Except for any matter disclosed in the Credit Agreement, to the knowledge of Grantor, no action has been brought or threatened which would interfere in any way with the right of Grantor to execute the foregoing assignment and perform all of Grantor's obligations contained in this Section and in the Leases.

19. **Additional Rights.** Grantor shall not consent to any holder of any subordinate lien or subordinate deed of trust joining any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Security Instrument all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Any such application shall not be construed to cure or waive any Event of Default or invalidate any act taken by Beneficiary on account of such Event of Default.

20. **Notices.** All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of Section 10.6 of the Credit Agreement to Grantor and to Beneficiary as specified therein, provided, that any such notice, request or demand to or upon Grantor shall be sent to its address set forth above.

21. **No Oral Modification.** This Security Instrument may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 10.1 of the Credit Agreement. Any agreement made by Grantor and Beneficiary after the date of this Security Instrument relating to this Security Instrument shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

22. **Partial Invalidity.** In the event any one or more of the provisions contained in this Security Instrument shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding to the contrary anything contained in this Security Instrument or in any provisions of any of the Loan Document, the obligations of Grantor and of any other obligor under any Loan Document shall be subject to the limitation that Beneficiary shall not charge, take or receive, nor shall Grantor or any other obligor be obligated to pay to Beneficiary, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Beneficiary.

23. **Grantor's Waiver of Rights.** To the fullest extent permitted by law, Grantor waives the benefit of all laws now existing or that may subsequently be enacted providing for any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Security Instrument before exercising any other remedy granted hereunder and Grantor, for Grantor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature (except as expressly provided in the Credit Agreement) or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Beneficiary of the foreclosure rights, power of sale, or other rights hereby created.

24. **Remedies Not Exclusive.** Upon an Event of Default, Beneficiary shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under any of the Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Security Instrument nor its enforcement, shall prejudice or in any manner affect Beneficiary's rights, subsequent to an Event of Default, to realize upon or enforce any other security now or hereafter held by Beneficiary, it being agreed that Beneficiary shall be entitled to enforce this Security Instrument and any other security now or hereafter held by Beneficiary in such order and manner as Beneficiary may determine in its absolute discretion. Upon the occurrence of an Event of Default, no remedy herein conferred upon or reserved to Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall

be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Beneficiary upon an Event of Default or to which it may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary, as the case may be. In no event shall Beneficiary, in the exercise of the remedies provided in this Security Instrument (including, without limitation, in connection with the assignment of Rents to Beneficiary, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Beneficiary shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

25 **Multiple Security.** If (a) the Premises shall consist of one or more parcels, whether or not contiguous, or (b) in addition to this Security Instrument, Beneficiary shall now or hereafter in accordance with Section 7.1.16 of the Credit Agreement, hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) securing the Obligations upon other real property in the State in which the Premises are located (whether or not such property is owned by Grantor or by others) (the "Additional Mortgaged Property") or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Beneficiary may, at its election, upon the occurrence of an Event of Default, commence or consolidate in a single foreclosure action, in the most economical and least time-consuming manner, all foreclosure proceedings against the Mortgaged Property and the Additional Mortgaged Property (if applicable), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such real property is located. Grantor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Beneficiary to extend the indebtedness borrowed pursuant to or guaranteed by the Loan Documents, and Grantor to the fullest extent permitted by law expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action following an Event of Default and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Grantor further agrees that if, following an Event of Default Beneficiary shall be prosecuting one or more foreclosures or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property in accordance with, and as permitted by, the Guarantee and Collateral Agreement or any other Loan Document, which collateral directly or indirectly secures the Obligations, or if Beneficiary shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral in accordance with, and as permitted by the Guarantee and Collateral Agreement or any other Loan Document, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Mortgaged Property is located, to the fullest extent permitted by law and to

the extent an Event of Default has occurred, (i) Beneficiary, may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Security Instrument against all or any part of the Mortgaged Property and (ii) Grantor waives any objections to the commencement or continuation of a foreclosure of the Mortgaged Property pursuant to of this Security Instrument or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Security Instrument or such other proceedings on such basis. Upon the occurrence of an Event of Default, neither the commencement nor continuation of proceedings to foreclose on the Mortgaged Property in accordance with this Security Instrument nor the exercise of any other rights hereunder nor the recovery of any judgment by Beneficiary in any such proceedings or the occurrence of any sale in any such proceedings shall, except as otherwise provided in the Credit Agreement or applicable law, prejudice, limit or preclude Beneficiary's right to commence or continue one or more foreclosures or other proceedings or obtain a judgment against any other collateral in accordance with, and as permitted by, the Guarantee and Collateral Agreement or any other Loan Document (either in or outside the State in which the Mortgaged Property is located) which directly or indirectly secures the Obligations, and to the fullest extent permitted by law (i) Grantor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Security Instrument, and (ii) Grantor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Security Instrument on such basis.

26. Successors and Assigns. All covenants of Grantor contained in this Security Instrument are imposed solely and exclusively for the benefit of Beneficiary, and its successors and permitted assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Beneficiary at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Grantor shall run with the land and bind Grantor, the successors and assigns of Grantor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Beneficiary and its successors and permitted assigns. The word "Grantor" shall be construed as if it read "Grantors" whenever the sense of this Security Instrument so requires and if there shall be more than one Grantor, the obligations of the Grantors shall be joint and several.

27. No Waivers, etc. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions of this Security Instrument shall not be deemed to be a waiver of any of the terms and provisions hereof, and

Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Security Instrument to be performed by Grantor. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Security Instrument without, as to the remainder of the security, in any way impairing or affecting the lien of this Security Instrument or the priority of such lien over any subordinate lien or deed of trust.

28. **Governing Law, etc.** This Security Instrument shall be governed by and construed and interpreted in accordance with the laws of the State in which the Premises are located.

29. **Certain Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument shall be used interchangeably in singular or plural form and the word "Grantor" shall mean "each Grantor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Beneficiary" shall mean "Beneficiary or any successor agent for the Lenders," the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Security Instrument are for convenience or reference only and in no way limit or amplify the provisions hereof.

30. **Last Dollars Secured; Priority.** To the extent that this Security Instrument secures only a portion of the indebtedness owing or which may become owing by Grantor to the Secured Parties, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby. If at any time this Security Instrument shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Security Instrument until the lien amount shall equal the principal amount of the Obligations outstanding.

31. **Release**

(a) At such time as the Loans and the other Obligations (other than the Bank Provided Hedge of Other Bank-Provided Financial Services Products) shall have

been paid in full, the Mortgaged Property shall be released from the Liens created hereby, and this Security Instrument and all obligations (other than those expressly stated to survive such termination) of the Beneficiary and Grantor hereunder shall terminate in accordance with Section 9.20 of the Credit Agreement, and all rights to the Mortgaged Property described herein shall revert to the Grantor. At the sole expense of Grantor following any such termination, the Beneficiary shall deliver to Grantor all of the Mortgaged Property held by the Beneficiary hereunder, and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

(b) If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by Grantor in a transaction permitted by the Credit Agreement, then such Mortgaged Property shall automatically be released from the Liens created hereby, and the Beneficiary shall execute and deliver to Grantor all releases or other documents necessary or desirable to evidence such release of the Liens created hereby on such Mortgaged Property. Additionally, the Beneficiary shall request that the Trustee reconvey the Mortgaged Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to the Trustee.

32. **Conflict with Credit Agreement.** In the event of any conflict or inconsistency between the terms and provisions of this Security Instrument and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern, other than with respect to the section of this Security Instrument captioned "Governing Law, etc."

33. **Authority of Beneficiary.** Grantor acknowledges that the rights and responsibilities of the Beneficiary under this Security Instrument with respect to any action taken by the Beneficiary or the exercise or non-exercise by the Beneficiary of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Instrument shall, as between the Beneficiary and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Beneficiary and the Grantor, the Beneficiary shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and Grantor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

34. **Enforcement Expenses; Indemnification.** Grantor shall comply with Section 6.1.7 and Section 9.5 of the Credit Agreement with regard to the costs and expenses incurred in connection with enforcing or preserving any rights under this Security Instrument. The agreements in this Section 34 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Document.

35. Intentionally omitted.

36. Future Advances. This Security Instrument is executed and delivered to secure, among other things, future advances. It is understood and agreed that this Security Instrument secures present and future advances made for the benefit of Grantor and that the lien of such future advances shall relate back to the date of this Security Instrument.

37. Non Agricultural Use. The Mortgaged Property is not used principally for agricultural purposes.

38. Commercial Loan. This Security Instrument was granted to secure a commercial loan. Grantor represents and warrants that the proceeds of the Loan shall be used for business or commercial purposes and not for personal, family or household purposes.

[remainder of this page intentionally left blank; siganture on the next page]

PHL 2664210.3

This Security Instrument has been duly executed by Grantor effective as of the date set forth above.

TRIUMPH GEAR SYSTEMS, INC.

By:



Name: M. David Kornblatt

Title: Vice President and Treasurer

[Signature page to PNC Bank - UT Deed of Trust]

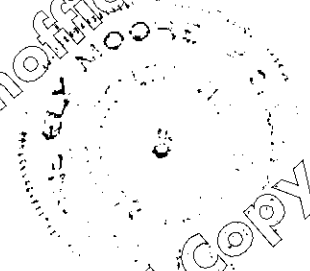
STATE OF PENNSYLVANIA)
) ss.
COUNTY OF CHESTER)

On this 14 day of June, 2010, before me, a Notary Public in and for the State of Pennsylvania, personally appeared M. David Kornblatt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that M. David Kornblatt was authorized to execute the instrument, and acknowledged before me that M. David Kornblatt executed the instrument as the Vice President and Treasurer of Triumph Gear Systems, Inc. to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Kristine Ely Moore
NOTARY PUBLIC in and for the
State of _____, residing at _____
My appointment expires _____
Print Name _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kristine Ely Moore, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Nov. 14, 2013
Member, Pennsylvania Association of Notaries



[Notary page to PNC Bank - UT Deed of Trust]

Schedule A

Description of the Land

All of Lot 2a, Plat "A" Silver Creek Commerce Center, Amended Plat of Lots 2 and 3, a subdivision, according to the Official Plat thereof on file and of record in the Summit County Recorder's Office as No. 443185, dated November 28, 1995.